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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	
	:	Chapter 11
SEARS HOLDINGS CORPORATION, <i>et al.</i>,	:	
	:	Case No. 18-23538 (RDD)
	:	
Debtors.¹	:	(Jointly Administered)
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**NOTICE OF WITHDRAWAL OF CERTAIN
ADDITIONAL CONTRACT FROM THE NOTICE OF
ASSUMPTION AND ASSIGNMENT OF ADDITIONAL
EXECUTORY CONTRACTS**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); SR – Rover de Puerto Rico, LLC (f/k/a Sears, Roebuck de Puerto Rico, Inc.) (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Rover Business Unit, LLC (f/k/a Sears Brands Business Unit Corporation) (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

PLEASE TAKE NOTICE that on May 2, 2019, Sears Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed the *Notice of Assumption and Assignment of Additional Executory Contracts* (ECF No. 3539) (the “**Assumption Notice**”),² notifying applicable counterparties that certain Additional Contracts listed on Exhibit 1 to the Assumption Notice (the “**Additional Assigned Agreements Exhibit**”) have been designated by the Buyer for assumption and assignment.

PLEASE TAKE FURTHER NOTICE that under paragraph 17 of the *Order (I) Authorizing Assumption and Assignment of Certain Executory Contracts and Leases and (II) Granting Related Relief* (ECF No. 3008) (“**Assumption Order**”), Buyer may “withdraw the proposed assumption of the applicable Additional Assigned Agreement by filing a notice of withdrawal with the Court” at any time prior to the Assumption Effective Date for the applicable Additional Assigned Agreement.

PLEASE TAKE FURTHER NOTICE that under paragraph 27 of the Assumption Order, the assumption of Additional Assigned Agreements does not become effective until the withdrawal or resolution of a timely objection to the Assumption Notice.

PLEASE TAKE FURTHER NOTICE that the assumption of the contract listed on **Exhibit A** hereto (the “**Removed Contract**”) has not become effective due to the *Objection by International Cruise & Excursions Gallery, Inc. to Notice of Assumption and Assignment of Additional Executory Contracts* (ECF No. 3795) with respect to the Removed Contract.

PLEASE TAKE FURTHER NOTICE that the Removed Contract is hereby removed from the Additional Assigned Agreements Exhibit.

² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Assumption Notice.

PLEASE TAKE FURTHER NOTICE that, other than the removal of the Removed Contract from the Additional Assigned Agreements Exhibit, the Assumption Notice remains otherwise unaffected.

PLEASE TAKE FURTHER NOTICE that the withdrawal of the Assumption Notice as to the Removed Contract is without prejudice to the Buyer.

PLEASE TAKE FURTHER NOTICE that the Buyer is not seeking to assume and assign the Removed Contract at this time. The Buyer reserves all rights with respect to the Removed Contract.

PLEASE TAKE FURTHER NOTICE that this notice will be provided in accordance with the procedures set forth in the *Amended Order Implementing Certain Notice and Case Management Procedures*, entered on November 1, 2018 (ECF No. 405), including service on the counterparty listed on **Exhibit A**. The Buyer submits that no other or further notice need be provided.

Dated: December 10, 2019
New York, New York

/s/ Luke A. Barefoot
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Exhibit A

Ref #	ECF No. (Cure objection asserted by counterparty)	Debtor	Counterparty	Contract Title	Contract No.	Contract Executed Date	Contract Expiration Date	Debtors' Asserted Cure Amount	Counterparty's Asserted Cure Amount	Agreed to cure amount - via amendment
278	N/A	SEARS, ROEBUCK AND CO.; SHC LICENSED BUSINESS LLC	INTERNATIONAL CRUISE & EXCURSIONS	N/A	N/A	N/A	N/A	N/A	N/A	N/A